

# UTAH COUNTIES INDEMNITY POOL

## BOARD OF TRUSTEES MEETING

Friday, June 13, 2014 8:00 a.m.

Red Cliffs Lodge, Hwy 128, Moab, UT

## AGENDA

7:30 Breakfast Provided

8:00 Call to Order

Bruce Adams

---

### ITEM ACTION

|    |  |                 |
|----|--|-----------------|
| 1  | Review/Excuse Board Members Absent   | Bruce Adams     |
| 2  | Review/Approve May 15, 2014 Meeting Minutes  | Karla Johnson   |
| 3  | Ratification and Approval of Payments and Credit Card Transactions   | Karla Johnson   |
| 4  | Review/Approve 2013 Member Equity  | Johnnie Miller  |
| 5  | Review/Approve Green Coverage Endorsement  | Johnnie Miller  |
| 6  | Review/Approve Amendments to the Employee Manual   | Johnnie Miller  |
| 7  | Set Date and Time for Closed Meeting<br>to Discuss Character, Professional Competence, Physical/Mental Health of an Individual | Bruce Adams     |
| 8  | Action on Personnel Matters  | Bruce Adams     |
| 9  | Set Date and Time for Closed Meeting<br>to Discuss Pending or Reasonably Imminent Litigation                                   | Bruce Adams     |
| 10 | Action on Litigation Matters   | David Blackwell |

---

### INFORMATION

|    |                                  |                |
|----|----------------------------------|----------------|
| 11 | Chief Executive Officer's Report | Johnnie Miller |
| 12 | Other Business                   | Bruce Adams    |

---

Electronic Meeting Notice: 888-447-7153, Participant Passcode: 2261240



# Public Meeting Notice Admin

- [Help](#)
- [Log Out](#)

Welcome to the Public Notice Website: Your central source for all public notice information in Utah

## Notice Saved Successfully

Your notice has been saved successfully.

Notice Title:

Board of Trustees Meeting

Government Type:

Special Districts

Entity:

Utah Counties Indemnity Pool

Public Body Name:

Board of Trustees

Notice Subject:

Administrative Services

Notice Type:

Notice

Street Address:

Mile Post 14 Hwy 128

Street Address continued:

City:

Moab

Zip:

84532

Start Date:

06/13/14 8:00 AM

End Date:

06/13/14 9:30 AM

Description / Agenda:

Call to Order

Review/Excuse Board Members Absent

Review/Approve May 15, 2014 Meeting Minutes

Ratification and Approval of Payments and Credit Card Transactions

Review/Approve 2013 Member Equity

Review/Approve Green Coverage Endorsement  
Review/Approve Amendments to the Employee Manual  
Set Date and Time for Closed Meeting  
to Discuss Character, Professional Competence, Physical/Mental Health of an Individual  
Action on Personnel Matters  
Set Date and Time for Closed Meeting  
to Discuss Pending or Reasonably Imminent Litigation  
Action on Litigation Matters  
Chief Executive Officer's Report  
Other Business

**ADA:**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sonya White at the Utah Counties Indemnity Pool, PO Box 95730, South Jordan, UT, or call 800-339-4070, at least three days prior to the meeting.

**Electronic Participation:**

Any Member of the Utah Counties Indemnity Pool Board of Trustees may participate telephonically.

**Other:**

**Emergency Notice:**

No

Send copy of notice to:

Audio File Location:

**Attachments:**

There are attachments associated with this notice.

[Back to main page](#)

## **Public Notices**

### **Notices**

- [Dashboard](#)
- [Add](#)
- [Search](#)
- [Drafts](#)
- [Published](#)
- [Pending](#)

### **Owner**

- [Add](#)
- [Search](#)
- [Pending](#)





## BOARD OF TRUSTEES' MEETING MINUTES

June 13, 2014, 8:00 a.m.

Red Cliffs Lodge  
Mile 14 Highway 128, Moab, UT

### **BOARD MEMBERS PRESENT**

Bruce Adams, *President*, San Juan County Commissioner  
Jim Eardley, *Vice President*, Washington County Commissioner  
Karla Johnson, *Secretary/Treasurer* Kane County Clerk/Auditor  
Alma Adams, Iron County Commissioner  
David Blackwell, Emery County Attorney  
William Cox, Rich County Commissioner  
Brad Dee, Weber County Human Resources  
Bret Millburn, Davis County Commissioner  
Alden Orme, Juab County Sheriff  
Seth Oveson, Carbon County Clerk/Auditor  
Mark Whitney, Beaver County Commissioner

### **BOARD MEMBERS ABSENT**

Kerry Gibson, Weber County Commissioner  
Mike Wilkins, Uintah County Clerk/Auditor

### **OTHERS PRESENT**

Johnnie Miller, UCIP Chief Executive Officer  
Sonya White, UCIP Chief Financial Officer

### **Call to Order**

Bruce Adams called this meeting, of the Utah Counties Indemnity Pool's Board of Trustees, to order at 8:00 a.m. on June 13, 2014 and welcomed those in attendance.

### **Review/Excuse Board Members Absent**

Kerry Gibson and Mike Wilkins requested to be excused from this meeting. William Cox made a motion to excuse Kerry Gibson and Mike Wilkins from this meeting. Alma Adams seconded the motion, which passed unanimously.

### **Review/Approve May 15, 2014 Meeting Minutes**

The minutes of the Board of Trustees meeting held May 15, 2014, were previously sent to the Board Members for review (see attachment number one and one). Karla Johnson made a motion to approve the May 15, 2014 meeting minutes as written. Jim Eardley seconded the motion, which passed unanimously.

### **Ratification and Approval of Payments and Credit Card Transactions**

The payments made, the payments to be made and the credit card transactions were reviewed by the Board (see attachment number two). Karla Johnson made a motion to approve the payments made, the payments to be made and the credit card transactions as presented. David Blackwell seconded the motion, which passed unanimously.

---

## UTAH COUNTIES INDEMNITY POOL

PO Box 95730, South Jordan, UT 84095-0730  
Phone (801)565-8500 ☎ Fax (801)568-0495 ☎ [ucip.utah.gov](http://ucip.utah.gov)

### **Review/Approve 2013 Member Equity**

With the completion of the audit of financial statements for the period ending December 31, 2013, By The Numbers Actuarial Consulting has calculated each Member's equity based on net position (see attachment number three). Jim Eardley made a motion to approve the 2013 Net Equity calculated by Member as presented. Bret Millburn seconded the motion, which passed unanimously.

### **Review/Approve Green Coverage**

Johnnie Miller reported that County Reinsurance Limit (CRL) is now providing, free of cost to its members, an Upgrade to Green policy endorsement (see attachment number four). If a damaged property is not LEED (Leadership in Energy and Environmental Design) Certified, this coverage allows for the upgrade to LEED Certified. Jim Eardley made a motion accepting the Upgrade to Green endorsement to the Member Coverage Addendum effective July 1, 2014. Karla Johnson seconded the motion, which passed unanimously. As with any coverage addition, claims within the retention may increase.

### **Review/Approve Amendments to the Employee Manual**

Johnnie Miller explained that discussions were held at the May Personnel Workshop in regards to introductory periods for new and rehired employees. It is recommended that the following language be included in the UCIP Employee Manual: *All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. UCIP uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or company may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.*

Johnnie Miller recommended clarification under the Schedule of UCIP Discretionary Benefits for the Health Reimbursement Program that: *An eligible expense is defined as those expenses paid for care as described in Section 213(d) of the Internal Revenue Code. The eligible expense must have been incurred on or after the date an employee is enrolled in the HRA program.*

William Cox made a motion to amend the UCIP Employee Manual to include language regarding an introductory period for new and rehired employees and language to clarify an expense under the Health Reimbursement Program as presented. David Blackwell seconded the motion, which passed unanimously.

### **Set Date and Time for Closed Meeting**

Karla Johnson made a motion to strike agenda item: *Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual.* Jim Eardley seconded the motion, which passed unanimously.

### **Action on Personnel Matters**

Karla Johnson made a motion to strike agenda item: *Action on Personnel Matters.* Jim Eardley seconded the motion, which passed unanimously.

### **Set Date and Time for Closed Meeting**

David Blackwell made a motion to Set Date and Time for a Closed Meeting to Discuss Pending or Reasonably Imminent Litigation on June 13, 2014 at 8:15 a.m. William Cox seconded the motion, which passed unanimously. Board Members present at the closed meeting were: Bruce Adams, Jim Eardley, Karla Johnson, Alma Adams, David Blackwell, William Cox, Brad Dee, Bret Millburn, Alden Orme, Seth Oveson, and Mark Whitney. Also present were: Johnnie Miller and Sonya White.

The regular meeting resumed at 8:20 a.m. on June 13, 2014.

### **Action on Litigation Matters**

David Blackwell made a motion for UCIP to send a denial letter in the matter of TO00001982014. Brad Dee seconded the motion, which passed unanimously.

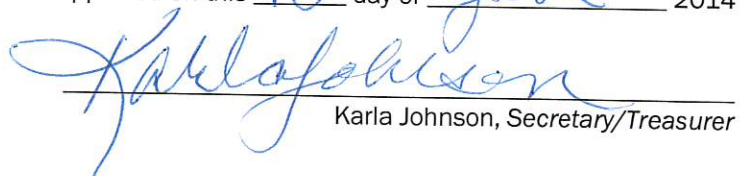
**Chief Executive Officer's Report**

Johnnie Miller reported that the Communications Specialist position has been offered and accepted by Tom Betar (see attachment number five) who will begin employment on July 1, 2014.

**Other Business**

The next meeting of the Board of Trustees will be held Thursday, July 17, 2014, 12:30 p.m. at the UCIP Offices, 10980 S. Jordan Gateway, South Jordan, UT.

Approved on this 13<sup>th</sup> day of June 2014

  
Karla Johnson, Secretary/Treasurer



# Utah Counties Indemnity Pool Payments

May 16 - June 13, 2014

| Type                                  | Date       | Num    | Name                            | Memo  | Amount             |
|---------------------------------------|------------|--------|---------------------------------|---|--------------------|
| <b>500-000000-10010100 ML Expense</b> |            |        |                                 |   |                    |
| Liability Check                       | 05/29/2014 |        | QuickBooks Payroll Service      | Created by Payroll Service on 05/22/2014    | -10,108.28         |
| Liability Check                       | 06/12/2014 |        | QuickBooks Payroll Service      | Created by Payroll Service on 06/02/2014    | -9,984.76          |
| Liability Check                       | 05/29/2014 | ONLINE | United States Treasury          | EFT ACKNOWLEDGEMENT NUMBER: 270454944367487 | -4,062.64          |
| Liability Check                       | 05/29/2014 | ONLINE | Utah Retirement Systems         | Confirmation Number: 0530322557             | -7,022.51          |
| Liability Check                       | 05/29/2014 | ONLINE | Utah State Tax Commission       | Confirmation Number: 1-632-187-904          | -1,467.92          |
| Liability Check                       | 05/29/2014 | ONLINE | Nationwide Retirement Solutions | Entity: 0036786001                          | -2,058.43          |
| Liability Check                       | 06/12/2014 | ONLINE | United States Treasury          | EFT ACKNOWLEDGEMENT NUMBER: 270456365986118 | -4,010.06          |
| Check                                 | 05/27/2014 | VISA   | Wells Fargo                     | Account Number: 4856 2002 0207 3675         | -1,350.65          |
| Check                                 | 05/27/2014 | VISA   | Wells Fargo                     | Account Number: 4856 2002 0207 3691         | -296.63            |
| Check                                 | 05/22/2014 | 7170   | PEHP-LTD                        | Coverage Period: May 2014                   | -192.04            |
| Liability Check                       | 05/23/2014 | 7171   | Public Employees Health Program | Policy Number 1076 (May)                    | -4,718.34          |
| Liability Check                       | 05/23/2014 | 7172   | Opticare of Utah                | Invoice Number: 50409                       | -46.68             |
| Check                                 | 05/23/2014 | 7173   | Seth Oveson                     | Mileage Reimbursement                       | -319.20            |
| Check                                 | 05/23/2014 | 7174   | Iron County                     | Alma Adams Mileage Reimbursement            | -79.52             |
| Check                                 | 05/23/2014 | 7175   | Kerry Gibson                    | Mileage Reimbursement                       | -378.56            |
| Check                                 | 05/23/2014 | 7176   | Bruce Adams                     | Mileage Reimbursement                       | -448.00            |
| Check                                 | 05/23/2014 | 7177   | Brad Dee                        | Mileage Reimbursement                       | -378.56            |
| Check                                 | 05/23/2014 | 7178   | David Blackwell                 | Mileage Reimbursement                       | -284.48            |
| Check                                 | 05/23/2014 | 7179   | Mike Wilkins                    | Mileage Reimbursement                       | -448.00            |
| Check                                 | 05/23/2014 | 7180   | Karla Johnson                   | Mileage Reimbursement                       | -89.60             |
| Check                                 | 05/23/2014 | 7181   | William E Cox                   | Mileage Reimbursement                       | -425.60            |
| Check                                 | 05/23/2014 | 7182   | Davis County                    | Bret Millburn Expense Reimbursement         | -319.70            |
| Bill Pmt -Check                       | 05/23/2014 | 7183   | Courtyard by Marriott           | VOID: Invoice Number: 12509                 | 0.00               |
| Bill Pmt -Check                       | 05/23/2014 | 7184   | Les Olson Company               | Invoice Number: EA522786                    | -122.61            |
| Bill Pmt -Check                       | 05/23/2014 | 7185   | Utah Safety Council             | Invoice Number: 6758                        | -4,000.00          |
| Bill Pmt -Check                       | 05/23/2014 | 7186   | Courtyard by Marriott           | Invoice Number: 12509                       | -5,773.30          |
| Bill Pmt -Check                       | 06/05/2014 | 7187   | Western AgCredit                | Invoice Number: 6-2014                      | -10,186.70         |
| Bill Pmt -Check                       | 06/10/2014 | 7188   | Alan Brown                      | June 12 Event                               | -400.00            |
| Bill Pmt -Check                       | 06/10/2014 | 7189   | City of South Jordan            | Business License Number:8003                | -97.00             |
| Bill Pmt -Check                       | 06/10/2014 | 7190   | Courtyard by Marriott           | Invoice Number: 12509                       | -121.53            |
| Bill Pmt -Check                       | 06/10/2014 | 7191   | HCA Asset Management, LLC       | Invoice Number: 14-0196                     | -30,000.00         |
| Bill Pmt -Check                       | 06/10/2014 | 7192   | Office Depot                    | 35538769                                    | -232.34            |
| Bill Pmt -Check                       | 06/10/2014 | 7193   | Utah Association of Counties    | Order Number: 236852622                     | -75.00             |
| Bill Pmt -Check                       | 06/10/2014 | 7194   | Office Depot                    | 35538769                                    | -9.78              |
| Bill Pmt -Check                       | 06/10/2014 | 7195   | Utah Association of Counties    | Order Number: 303149989                     | -250.00            |
| Bill Pmt -Check                       | 06/10/2014 | 7196   | Office Depot                    | 35538769                                    | -44.60             |
| Check                                 | 06/10/2014 | 7197   | Johnnie R. Miller               | Expense Reimbursement                       | -476.56            |
| Bill Pmt -Check                       | 06/11/2014 | 7198   | Deluxe for Business             | Invoice Number: 0047779939                  | -44.94             |
| Bill Pmt -Check                       | 06/11/2014 | 7199   | Integra                         | 915218                                      | -414.39            |
| Bill Pmt -Check                       | 06/11/2014 | 7200   | Purchase Power                  | Account Number:8000909001895759             | -250.00            |
| Bill Pmt -Check                       | 06/11/2014 | 7201   | Revco Leasing Company, LLC      | Invoice Number: 361227                      | -435.91            |
| Bill Pmt -Check                       | 06/11/2014 | 7202   | Utah Sheriff's Association      | 2014 Annual Conference Exhibitor/Sponsor    | -3,000.00          |
| Bill Pmt -Check                       | 06/11/2014 | 7203   | Wisam Smith Racker & Prescott   | Invoice Number: 202152                      | -17,000.00         |
| Total 500-000000-10010100 ML Expense  |            |        |                                 |   | -121,424.82        |
| <b>TOTAL</b>                          |            |        |                                 |   | <b>-121,424.82</b> |



UTAH COUNTIES INDEMNITY POOL

Member Equity Calculation

| County     | Total        |             |               |               |             | % Net Equity<br>to 2014 | Net Equity<br>Excluding | Difference |
|------------|--------------|-------------|---------------|---------------|-------------|-------------------------|-------------------------|------------|
|            | Premium      | Equity      | WC Deficit    | Dividend Rcvd | Net Equity  | Premium                 | Former Members          |            |
| Active:    |              |             |               |               |             |                         |                         |            |
| Beaver     | \$ 1,649,405 | \$ 123,423  | (\$ 37,391)   | \$ 7,152      | \$ 78,880   | 77.7%                   | \$ 101,283              | \$ 22,403  |
| Box Elder  | 4,282,333    | 375,023     | ( 98,309)     | 4,561         | 272,153     | 120.3%                  | 344,195                 | 72,042     |
| Carbon     | 2,717,207    | 104,513     | ( 78,387)     | 500           | 25,626      | 11.7%                   | 32,203                  | 6,577      |
| Daggett    | 690,058      | 27,536      | ( 24,409)     | 500           | 2,627       | 5.5%                    | 3,036                   | 409        |
| Davis      | 9,042,585    | 656,703     | ( 224,618)    | 10,836        | 421,249     | 83.2%                   | 532,635                 | 111,386    |
| Duchesne   | 2,609,213    | 199,699     | ( 70,198)     | 2,616         | 126,885     | 92.2%                   | 159,909                 | 33,024     |
| Emery      | 3,983,540    | 397,527     | ( 94,029)     | 3,096         | 300,402     | 209.1%                  | 378,592                 | 78,190     |
| Garfield   | 1,725,764    | 131,854     | ( 36,303)     | 7,397         | 88,154      | 70.7%                   | 113,589                 | 25,435     |
| Iron       | 3,965,756    | 321,920     | ( 89,874)     | 5,303         | 226,743     | 91.8%                   | 287,638                 | 60,895     |
| Juab       | 2,150,143    | 173,132     | ( 64,592)     | 7,088         | 101,452     | 88.7%                   | 128,949                 | 27,497     |
| Kane       | 1,836,742    | 125,185     | ( 45,008)     | 2,534         | 77,643      | 60.7%                   | 99,055                  | 21,412     |
| Millard    | 3,030,939    | 202,686     | ( 83,395)     | 3,850         | 115,441     | 62.7%                   | 146,136                 | 30,695     |
| Morgan     | 650,806      | 3,327       | ( 29,235)     | 500           | ( 26,408)   | ( 46.0%)                | ( 33,324)               | ( 6,916)   |
| Piute      | 453,012      | 33,476      | ( 13,797)     | 1,392         | 18,287      | 90.8%                   | 23,164                  | 4,877      |
| Rich       | 884,069      | 72,133      | ( 26,169)     | 737           | 45,227      | 115.0%                  | 56,797                  | 11,570     |
| San Juan   | 3,390,236    | 251,581     | ( 89,546)     | 4,030         | 158,005     | 83.2%                   | 199,507                 | 41,502     |
| Sanpete    | 1,916,703    | 178,907     | ( 38,695)     | 1,868         | 138,344     | 132.7%                  | 174,948                 | 36,604     |
| Sevier     | 2,201,595    | 154,453     | ( 49,904)     | 2,892         | 101,657     | 70.2%                   | 129,301                 | 27,644     |
| Uintah     | 4,943,145    | 364,020     | ( 112,217)    | 11,127        | 240,676     | 80.4%                   | 307,211                 | 66,535     |
| Wasatch    | 3,788,158    | 254,771     | ( 113,363)    | 4,424         | 136,984     | 61.1%                   | 172,950                 | 35,966     |
| Washington | 5,486,788    | 392,692     | ( 137,261)    | 6,812         | 248,619     | 71.9%                   | 315,245                 | 66,626     |
| Wayne      | 931,989      | 75,829      | ( 24,007)     | 1,613         | 50,209      | 97.8%                   | 63,444                  | 13,235     |
| Weber      | 8,299,271    | 299,365     | ( 274,091)    | 500           | 24,774      | 3.5%                    | 29,455                  | 4,681      |
| Inactive:  |              |             |               |               |             |                         |                         |            |
| Cache      | 4,298,679    | 437,260     | ( 120,075)    |               | 317,185     |                         |                         |            |
| Grand      | 1,522,154    | 164,000     | ( 57,779)     |               | 106,221     |                         |                         |            |
| Tooele     | 2,866,797    | 33,810      | ( 113,582)    |               | ( 79,772)   |                         |                         |            |
| Utah       | 8,792,293    | 715,585     | ( 266,920)    |               | 448,665     |                         |                         |            |
| Total      | \$88,109,381 | \$6,270,407 | (\$2,413,158) | \$ 91,328     | \$3,765,921 |                         | \$3,765,918             |            |





## UPGRADE TO GREEN<sup>SM</sup> - COMMERCIAL ENDORSEMENT

This endorsement modifies insurance provided by the policy:

The coverages and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real and/or personal property is caused by any of the perils covered by the policy and replacement cost valuation applies. This coverage does not apply to: (1) personal property of others in the Insured's care, custody, and control, (2) leased personal property, and/or (3) finished or unfinished stock.

In no event, does this endorsement increase or change the per occurrence limit of liability shown in the declarations or the annual aggregate for specified perils.

1. Notwithstanding the Valuation Provision of this policy or limits of liability applicable to specific locations or perils, if replacement cost valuation applies to real and/or personal property, then the Company's liability for loss applicable to this endorsement shall be the cost to repair or replace the covered damaged property, subject to the applicable limit of liability, plus the least of the following amounts:
  - A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A - Non-LEED® Certified Coverage *or* as described in Coverage Section B - LEED® Certified Coverage, whichever is applicable; or
  - B. An additional 25% of the applicable limit of liability for the building and/or business personal property shown in the Statement of Values or similar schedule to upgrade to green; or
  - C. \$1,000,000 (one million dollars) to upgrade to green.

At the Insured's sole discretion, the Insured may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, the Company will adjust the claim in accordance with the standard provisions of the policy, as modified by all other applicable endorsements.

Subject to the least of A., B., or C. above, if business interruption coverage is provided as part of this policy, if necessary, the Period of Restoration shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

## 2. **COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE**

In the event of direct physical loss or damage by any of the perils covered by the policy to a building that is not LEED certified at the time of the loss, or to the personal property within such a building, the Company will pay to repair or replace damaged or destroyed:

- A. **Loss Settlement for Personal Property**
  - (1) "Appliances" or "Office Equipment" with products of like kind and quality that have been identified as "ENERGY STAR®" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.
  - (2) "Systems Furniture" or "Seating", with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified® or products with similar emissions characteristics. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

**B. Loss Settlement for Your Building**

**(1) Interior Finish Materials Upgrade**

**a. Lower Emissions Products Upgrade Coverage**

"Defined Building Materials" with products of like kind and quality that have "Lower Emissions". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

**b. Environmentally Preferable Products Upgrade Coverage**

Interior wood, carpeting and flooring with products of like kind and quality that have "Lower Emissions", are "Sustainably Produced", are "Rapidly Renewable" or include "Recycled Content". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

**(2) Interior Plumbing Systems Upgrade Coverage**

Interior plumbing fixtures including, but not limited to, toilets, shower heads and lavatory faucets with products of like kind and quality that are more "Water Efficient". If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, the Company will also pay to install occupant sensors to reduce the potable water demand.

**(3) Lighting Systems Upgrade Coverage**

Lighting systems, with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply. The Company will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

**(4) Efficient Heating and Cooling Equipment Upgrade Coverage**

"Heating and cooling equipment" with products of like kind and quality that have been identified as "ENERGY STAR" or equivalent products of such energy efficiency. If there are no such products available at the time of the loss, this upgrade to green coverage does not apply.

**(5) Building Reconstruction Following Total Loss**

**a.** Solely with respect to a "Total Loss" to a building, the Company will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.

**b. Certification Expenses**

**(i)** The Company will pay the reasonable and necessary registration

and certification fees charged by the United States Green Building Council (USGBC) that the Insured incurs should the Insured decide to seek LEED Silver certification. However, the Company will not pay to modify the reconstructed structure if it is not certified.

- (ii) The Sublimit of Insurance for this coverage is \$25,000.

### **3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE**

In addition to all Coverages provided in Coverage Section A (with the exception of 2.B.(5) Building Reconstruction Following a Total Loss) and in the event of direct physical loss or damage by any of the perils covered by the policy to a building that is LEED certified at the time of the loss, or to the personal property within such building, the Company will pay to repair or replace damaged or destroyed:

#### **A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs**

- (1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the policy to the contrary, trees and shrubs are Covered Property. The sublimit of insurance for this coverage is \$3,000 per tree or \$3,000 per shrub up to a maximum of \$25,000.
- (2) Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the policy to the contrary, vegetative roofs are Covered Property.

#### **B. Loss Settlement for Your Building**

##### **(1) Recertification Expenses**

- a. In the event of direct physical loss or damage by any of the perils covered by the policy that necessitates recertification of the damaged building, the Company will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Insured incurs as a result of the recertification process.
- b. The Sublimit of Insurance for this coverage is \$25,000.

##### **(2) Building Reconstruction Following Total Loss**

- a. Solely with respect to a "Total Loss" to a building that is LEED certified at the time of the loss, the Company will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.
- b. **Certification Expenses**
  - (i) The Company will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Insured incurs should the Insured decide to seek LEED certification. However, the

Company will not pay to modify the reconstructed structure if it is not certified.

(ii) The Sublimit of Insurance for this coverage is \$25,000.

**4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS**

In the event of direct physical loss or damage by any of the perils covered by the policy to a LEED or Non-LEED certified building:

**A. Recycling Expenses**

- (1) The Company will pay the Insured's expenses to clean-up, sort, segregate, and transport debris from the Insured's damaged building to recycling facilities, if such debris can be recycled.
- (2) The Sublimit of Insurance for this coverage is \$25,000 and is in addition to the debris removal expense sublimit provided by the policy, if any.
- (3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

**B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space**

- (1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system (hereinafter, "Construction IAQ"), the Company will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.
- (2) After the two week period of increased outdoor air ventilation of the reconstructed space, the Company will pay to replace the filtration media with new media.
- (3) The Sublimit of Insurance for this coverage is \$25,000.

**C. Professional Services**

The Company will pay reasonable and necessary expenses to hire a LEED Accredited architect or engineer to participate in the design and/or construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The Sublimit for this coverage is \$50,000.

**D. Building Commissioning Expenses**

- (1) In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by any of the perils covered by the policy which necessitates the commissioning or re-commissioning of those systems, the Company will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.

- (2) The Sublimit of Insurance for this coverage is \$25,000.

**5. Additional Definitions**

- A. "Appliances" means products including, but not limited to, dishwashers, refrigerators, freezers, ovens, microwave ovens, room air conditioners, room air cleaners and water heaters.
- B. "Defined Building Materials" means: (1) all carpet and floor coverings, including, adhesives to affix them to the floor, (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, sealants, and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.
- C. "ENERGY STAR" means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.
- D. "Heating and Cooling Equipment" means products including, but not limited to, heat pumps, boilers, central air conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.
- E. "Lower emissions" means:
- (1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;
  - (2) With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule #1113;
  - (3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and
  - (4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added urea-formaldehyde resins.
- F. "Office Equipment" means electronic products including, but not limited to, desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.
- G. "Recycled Content" means those products that contain at least 20% post-consumer recycled content.

- H.** "Rapidly Renewable" means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including, but not limited to, bamboo, eucalyptus, wheat straw, sunflower hulls, cork oak, wheatboard, linoleum, and sorghum.
- I.** "Seating" means task and guest chairs used with "System Furniture".
- J.** "Sustainably Produced" means those products certified by the Forest Stewardship Council ("FSC").
- K.** "System Furniture" means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing components of a freestanding grouping of furniture items and their components that have been designed to work in concert.
- L.** "Total Loss" means:
- (1) The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab, or
  - (2) The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.
- M.** "Water Efficient" means dry fixtures such as composting toilet systems and non-water using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.





# **Utah Counties Indemnity Pool**

**EMPLOYEE MANUAL**

**2014**

---

## TABLE OF CONTENTS

|   |   |
|---|---|
| TABLE OF CONTENTS.....  | ii  |
| RECEIPT OF MANUAL.....  | iii   |
| <b>SECTION I GENERAL PROVISIONS.....</b>                          | <b>1-5</b>                                  |
| A. Applicability of Policies and Procedures.....                  | 1   |
| B. Authority for Policies .....                                   | 1   |
| C. Savings Clause.....  | 1   |
| D. Personal Information .....                                     | 1   |
| E. Non-Discrimination .....                                       | 1   |
| F. Nepotism.....  | 1-2   |
| G. Employment Classifications .....                               | 2   |
| H. FLSA .....   | 2   |
| I. Payroll Procedures.....  | 2   |
| J. Reimbursement of UCIP Business Expenses .....                  | 2-3   |
| K. Outside Employment .....                                       | 4   |
| L. Work Hours .....   | 4   |
| M. Absence Without Leave.....                                     | 4   |
| N. Terminating Employment.....                                    | 4-5   |
| O. Termination Pay.....   | 5   |
| <b>SECTION II COMPENSATION.....</b>                               | <b>6-7</b>                                  |
| A. Wages .....  | 6   |
| B. Monthly Auto/Cell Phone Allowance.....                         | 6   |
| C. Cost of Living Adjustment .....                                | 6   |
| D. Merit Salary Increases .....                                   | 6-7   |
| E. Bonuses.....   | 7   |
| F. Discretionary Award.....                                       | 7   |
| <b>SECTION III DISCRETIONARY BENEFITS .....</b>                   | <b>8-13</b>                                 |
| A. Retirement.....  | 8   |
| B. Group and Medical Insurance.....                               | 8   |
| C. Health Reimbursement Program .....                             | 8-9   |
| D. Holidays.....  | 9   |
| E. Vacation.....  | 9-10  |
| F. Sick Leave .....   | 10-11                                       |
| G. Bereavement Leave .....  | 11-12                                       |
| H. Family and Medical Leave .....                                 | 12  |
| I. Jury Duty .....  | 12  |
| J. Education Assistance .....                                     | 13  |
| <b>SECTION IV STANDARDS OF CONDUCT .....</b>                      | <b>14-21</b>                                |
| A. Employee Discipline.....                                       | 14-15                                       |
| B. Drug Free Workplace .....                                      | 15-18                                       |
| C. Sexual Harassment Prohibited.....                              | 18-20                                       |
| D. Harassment Based on Other Protected Categories Prohibited..... | 20  |
| E. Computer and E-Mail Usage .....                                | 20-21                                       |
| F. Seat Belt Use.....   | 21  |
| G. Cell Phone Use .....   | 21  |
| H. Acceptance of Gifts, Compensation or Loans .....               | 21  |
| <b>SECTION V DISPUTE RESOLUTION PROCESS.....</b>                  | <b>22-23</b>                                |
| A. Dispute Resolution Philosophy.....                             | 22  |
| B. Dispute Resolution Procedure .....                             | 23  |
| <b>SCHEDULE OF UCIP DISCRETIONARY BENEFITS</b>                    |   |
| <b>ATTACHMENT 1.....</b>  | <b>EMPLOYMENT OF RELATIVES</b>              |
| <b>ATTACHMENT 2.....</b>  | <b>ACCEPTING GIFT, COMPENSATION OR LOAN</b> |
| <b>ATTACHMENT 3.....</b>  | <b>LONG-TERM DISABILITY ACT</b>             |



## RECEIPT OF EMPLOYEE MANUAL

This Manual is provided to the Utah Counties Indemnity Pool (UCIP) employees as a reference guide regarding UCIP's employment related policies and procedures. These policies and procedures as well as the benefits provided by UCIP to its employees may be amended from time to time by action of the UCIP Board of Trustees. The Board of Trustees reserves the right to amend, alter, or revoke any policy, practice, benefit, or employment condition, at any time, or for any reason, with or without notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. UCIP uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or company may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

No contract exists between UCIP and its employees or any third parties with respect to salary ranges, movement within salary ranges, employee benefits, work location, or any other aspects of employment. These aspects of employment with UCIP may change as a result of salary surveys, job analysis, availability of funds, job performance, changes in workload, or changes in UCIP policies and procedures. Employment with UCIP is "at will" and may be terminated at any time.

The undersigned has received this manual and has had an opportunity to review its contents, and ask questions related thereto:

---

Employee Signature

---

Date

## **SECTION I - GENERAL PROVISIONS**

Utah Counties Indemnity Pool, "UCIP" is a political subdivision of the State of Utah, governed by the UCIP Board of Trustees, operating under the laws of the State of Utah.

### **A. Applicability of Policies and Procedures**

These policies and procedures apply to all UCIP employees.

### **B. Authority for Policies**

The UCIP Board of Trustees establishes the policies and procedures that are outlined in this manual. The Board may alter, amend, or supplement these policies and procedures at any time.

### **C. Savings Clause**

If any provision of these policies and procedures, or the application thereof, is found to be in conflict with any State or Federal law or regulation, these policies and procedures shall be considered amended to the extent necessary to comply with such law or regulation.

### **D. Personal Information**

UCIP has signed the Electronic Trading Partner Agreement with the Utah Retirement Systems. As a condition of this Agreement, UCIP has adopted the following policy statement: UCIP will prevent the improper use or disclosure of personal information regarding its employees' status, contributions and/or benefits, or any other personal information arising from enrollment or participation in the Utah Retirement Systems.

### **E. Non-Discrimination**

UCIP is an equal opportunity employer. UCIP complies with Federal and State non-discrimination laws with respect to employment on the basis of race, color, national origin, sex, age, disability, or religion. UCIP complies with Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act and other applicable laws relating to non-discrimination in employment.

Employment at UCIP is based upon the applicant or employee's qualifications, suitability for the job, job references, and ability to perform the essential functions of the job.

### **F. Nepotism**

UCIP complies with Sections 52-3-1 to 52-3-4, of the Utah Code Ann. 1953, as amended regarding the employment of relatives.

If because of marriage, promotion, reorganization or other reason, it appears that a conflict with Utah law or this policy appears to exist, the Chief Executive Officer, and the Board of Trustees shall review the matter.

If it is determined that a conflict exists, resignation of one of the family members may be required.

#### **G. Employment Classifications**

UCIP employment classifications are generally designated as either full-time or part-time positions. Each job description shall state whether the position is a full, part-time, seasonal or temporary position and if it is an exempt or non-exempt position for purposes of the Fair Labor Standards Act (FLSA). Employees holding full-time positions receive the benefits and protections described in this manual.

An employee's classification determines the level of benefits for which the employee is eligible.

1. Full Time Positions. Employees, who generally work thirty (30) or more hours per week in a permanent position, are full-time employees.
2. Part Time Positions: Employees who work less than thirty (30) hours per week on a continuous or recurring basis are part time employees.

#### **H. FLSA**

UCIP abides by the provisions of the Fair Labor Standards Act.

#### **I. Payroll Procedures**

Paydays are twice a month, on the fifteenth and the last day of the month. If a payday falls on a Saturday, Sunday, or legal holiday, UCIP will pay wages earned during the pay period on the day preceding the Saturday, Sunday, or legal holiday.

#### **J. Reimbursement of UCIP Business Expenses**

UCIP will pay or reimburse employees for expenses associated with authorized UCIP business. The amounts paid or reimbursed are determined from time to time by the UCIP Board of Trustees. Payment or reimbursement for expenses under this policy must be submitted to the Chief Financial Officer on a form approved by UCIP and must include all receipts for items to be reimbursed.

1. **Mileage.** UCIP will reimburse for mileage at the approved federal rate when an employee uses a personal vehicle for authorized UCIP business which does not include commuting to and from the UCIP office. Carpooling to and from conferences and meetings using vehicles under the monthly auto allowance plan should be used whenever practical. Employees traveling to and from conferences and meetings using their personal vehicle when carpooling is

available will be reimbursed only when there is a valid business purpose for using their personal vehicle as determined by the Chief Executive Officer.

2. **Monthly Auto Allowance.** The UCIP Board of Trustees has approved a monthly auto allowance to be paid to specific employees that regularly use their personal auto for travel on authorized UCIP business. Employees who receive a monthly auto allowance will only receive reimbursement for mileage when the round trip miles driven for a single business purpose exceed the number of miles identified as the Mileage Reimbursement Threshold in the Schedule of UCIP Discretionary Benefits. Reimbursement of mileage exceeding the Mileage Reimbursement Threshold will be paid at the approved federal rate.
3. **Per Diem.** UCIP will pay a per diem to employees away from home on authorized UCIP business pursuant to the full daily standard M&IE rates published by the Office of Government Policy, General Services Administration. Travel requirements for Per Diem are a trip of at least 100 miles and/or five hours duration. Per Diem is not payable to employees on business in the employee's home county or Salt Lake County. Per Diem is provided to cover meals and incidental expenses incurred when travelling.
4. **Other Travel Expenses.** UCIP will pay or reimburse employees for other expenses, such as lodging or airfare, on approved business trips.
5. **Cell Phones.** The UCIP Board of Trustees has approved a monthly cell phone allowance to be paid to specific employees that regularly use their personal cell phone for UCIP business. Reimbursement amounts will be set by the Board of Trustees dependent on the amount of business use, the need to use cellular service for email and internet access, and the market rate for such services.
6. **UCIP Business Credit Cards.** The UCIP Board of Trustees has approved the use of UCIP Business Credit Cards by certain employees who regularly incur business expenses as part of their duties. UCIP Business Credit Cards are for use of authorized business travel expenses and other authorized business expenses. Employees using UCIP Business Credit Cards must submit documentation of the charges in the form of written receipts to the Chief Financial Officer on a monthly basis. Each receipt should include documentation of the business purpose of the expense. All UCIP Business Credit Card transactions will be reviewed and approved by the UCIP Board of Trustees. An employee will reimburse UCIP for any expenses not approved by the UCIP Board of Trustees as legitimate business expenses. Such expenses that are not reimbursed to UCIP within 30 days of notice to the employee of the Board's action may be deducted from the employees pay at the discretion of the Chief Executive Officer.

**K. Outside Employment**

No Pool employees may engage in any outside employment or activity that, in the opinion of the Chief Executive Officer, might impair the performance of their duties or is detrimental to UCIP member service. Employees must notify the Chief Executive Officer of outside employment prior to engaging in such employment, or at any time that the terms of outside employment changes.

**L. Work Hours**

All full-time employees are expected to work their assigned schedule.

1. Hours are weekdays from 8:00 a.m. until 4:30 p.m. After Memorial Day and prior to Labor Day of each year, the Chief Executive officer may implement at their discretion a "summer flex hours" program. Flex hour programs shall not exceed a program of employees working 10 hours a day for four days a week, and in no case shall a flex hour program create the need for payment of overtime to any employee. The Chief Executive Officer may make changes to the flex hour program at any time at their sole discretion.
2. Each employee is allowed a thirty minute lunch period. The employee's actual amount of lunch time will be determined by the Chief Executive Officer. Employees are expected to coordinate with other employees and their supervisors to assure the office is appropriately staffed for receiving guests and phone calls throughout the work day. Employees are normally expected to be present during all other work hours unless special arrangements are made with the Chief Executive Officer from time to time for cause.
3. Generally, employees are not allowed to skip their lunch break to leave work early.

**M. Absence Without Leave**

No employee may be absent from duty without permission. All employees should notify their supervisor, the Chief Financial Officer, or the Chief Executive Officer prior to an absence. In emergency situations where prior notification is not possible, the employee should provide notification as soon as possible.

If a pattern (two or more) of unexplained or unexcused absences develops, employees may be subject to a disciplinary action, including termination.

**N. Terminating Employment**

All employment with UCIP is "at will" employment. An employee's employment with UCIP may terminate in different ways:

1. **Resignation.** Employees may resign at any time. However, as a courtesy, UCIP requests that employees give a minimum two weeks written notice so

that UCIP has time to prepare final paperwork and arrange to assure minimal disruption to member service. Any earned and or accrued vacation and sick leave will be paid at the time of resignation in accordance with policies adopted by the Board of Trustees at the time of termination.

2. **De-facto Resignation.** Employees who are absent from work for three consecutive days and are capable of providing notice to their supervisor, but fail to do so, are considered to have voluntarily resigned.
3. **Involuntary Termination.** As an “at will” employer, UCIP may terminate an employee’s employment at any time.

O. **Termination Pay**

Employees who leave UCIP service for any reason will be paid the wages due them at the next regularly scheduled payday. UCIP will pay terminating employees for earned and accrued vacation time. UCIP may also pay earned sick leave based on policy in effect at the time of termination. Payment of earned and accrued vacation and sick leave due the employee based on policies at the time of termination will also be paid at the next regularly scheduled payday.

## **SECTION II - COMPENSATION**

All compensation provided to UCIP employees is determined or approved by the UCIP Board of Trustees. The UCIP Board may alter, amend, or supplement these policies and procedures at any time to the extent allowed by law.

### **A. Wages**

It is the intent of UCIP to provide its employees with wages competitive with other similar employers in the Salt Lake County area. Employee wages are determined by the UCIP Board of Trustees and may be set based on analysis of wages for similar employers in the Salt Lake County area and in consideration of other benefits provided to employees to recognize the value of each employee's total compensation package.

### **B. Monthly Auto/Cell Phone Allowance**

The UCIP Board of Trustees has approved monthly auto and cell phone allowances at rates identified in the Schedule of UCIP Discretionary Benefits to be paid to specific employees that regularly use their personal vehicle for travel or personal cell phone for authorized UCIP business. The Monthly Auto/Cell Phone Allowance is considered income for purposes of taxable income, and will be reported by UCIP as taxable income paid to the employee.

### **C. Cost of Living Adjustment**

Adjustments to wages related to cost of living are recommended by the Chief Executive Officer, and approved at the sole discretion of the UCIP Board of Trustees.

1. Employee salaries may be adjusted annually to protect them from inflation of the local economy. COLA will be paid only if funds are available in the budget, and at the sole discretion of the Board of Trustees.
2. The UCIP Board of Trustees may consider in part the percentage increase (if any) of the U.S. Department of Labor, Consumer Price Index for the Salt Lake County Area as reported in January of each year, when considering any COLA type salary adjustment.

### **D. Merit Salary Increases**

Merit adjustments to wages are recommended by the Chief Executive Officer and approved at the sole discretion of the UCIP Board of Trustees.

1. Merit salary increases for employees shall be considered annually on the basis of individual performance and performance of UCIP as an organization.
2. Merit salary increases shall only be granted upon recommendation of the Chief Executive Officer and approval of the Board of Trustees.

3. The effective date of any merit increase shall be the first pay period of the calendar year, unless otherwise determined by the Board of Trustees.

E. **Bonuses**

Individual bonuses may be recommended by the Chief Executive Officer. All bonuses must be approved by, and at the sole discretion of, the UCIP Board of Trustees.

F. **Discretionary Award**

Full-time employees may receive an annual award at the discretion of the Chief Executive Officer to be included with the first payroll of December. Limitations related to such award shall be determined by the UCIP Board of Trustees.



### **SECTION III - DISCRETIONARY BENEFITS**

UCIP provides a variety of benefits to eligible employees. Among the benefits currently provided are a retirement program, a long-term disability insurance program, medical and life insurance plans, and a deferred income investment program.

**UCIP may add, alter or eliminate benefits at its discretion.**

#### **A. Retirement**

In order to help its employees plan and prepare for retirement, UCIP participates in the Local Government Public Employees' Noncontributory Retirement System administered by the Utah Retirement Systems (URS), as set forth in Utah Code Title 49, Chapter 13. UCIP contributions to the URS Local Government Public Employees' Noncontributory Retirement System are made in addition to, and not deducted from, eligible employee's regular pay. At the discretion of the UCIP Board of Trustees, UCIP may also provide matching contributions to the URS 401(k) Plan and/or the Nationwide 457 Plan. Employees may have additional amounts deducted from their regular pay to contribute to these plans, based on the policies of each plan.

#### **B. Group and Medical Insurance**

UCIP currently provides the following life and health benefits to full-time employees and their dependents:

1. Major medical and surgical
2. Dental Care
3. Vision Care
4. Group Term Life
5. Workers' Compensation (employees only)
6. Long term disability (employees only)

UCIP pays a percentage of the cost for insurance coverage of the employee and eligible dependents determined by the Board of Trustees and shown in the Schedule of UCIP Discretionary Benefits. The cost of optional coverage and amounts above the basic package are the responsibility of the employee.

#### **C. Health Reimbursement Program**

The UCIP Board of Trustees has adopted a health reimbursement arrangement, the terms of which are included in the Schedule of UCIP Discretionary Benefits. Employees who terminate employment with UCIP for any reason are not

compensated for any unused funds without providing receipts for qualifying expenses incurred prior to termination.

**D. Holidays**

UCIP provides the following paid holidays to allow employees to enjoy a break in the work routine and to commemorate special Federal and State historical events and activities.

The first day of January – New Year’s Day

The third Monday of January – Martin Luther King Day

The third Monday of February – Presidents’ Day

The last Monday of May – Memorial Day

The 4<sup>th</sup> of July – Independence Day

The 24<sup>th</sup> of July – Pioneer Day

The first Monday of September – Labor Day

The second Monday of October – Columbus Day

The 11<sup>th</sup> of November – Veteran’s Day

The fourth Thursday and Friday of November – Thanksgiving Day

The 25<sup>th</sup> of December – Christmas Day

When a paid holiday falls on a Saturday, the day off will be observed on the Friday preceding the Holiday. When a paid holiday falls on Sunday, the day off will be on the Monday following.

Should a holiday occur while an employee is on vacation, the employee will not be charged with vacation on the day of the holiday.

To be eligible for holiday pay an employee must work the regular scheduled day prior to the holiday, or the first regular scheduled day after the holiday, or be on an authorized paid leave using vacation pay, sick leave pay, or accrued compensatory time etc.

**E. Vacation**

UCIP provides paid vacation to employees according to the Vacation section of the Schedule of UCIP Discretionary Benefits. Vacation time is provided to allow employees a break from their work duties to rest and reinvigorate them. UCIP may

require employees in fraud sensitive positions to take a minimum number of days of vacation per year. It is UCIP's intent to incent employees to use vacation time in the year it is earned. A policy to carry over vacation time is provided to allow employees to plan for extended vacations, and is not meant as a means for employees to "bank" significant vacation time. It is also UCIP's intent to incent employees to use vacation time in blocks of several days, rather than a day or two at a time.

Here are some general vacation policies:

1. Vacation time may be used in increments of no less than one half ( $\frac{1}{2}$ ) hour.
2. Employees may generally use their vacation anytime; however, to assure quality of member service, all vacation time must be approved in advance by the employee's supervisor. To allow adequate time for the supervisor to consider requests for vacation, employees are encouraged to request vacation time as far in advance as possible but generally not less than one week in advance of the beginning of the vacation period. If an employee feels their supervisor's denial of vacation time is unreasonable, they may ask for a review of the request for vacation by the Chief Executive Officer.
3. Legal holidays occurring while an employee is on vacation are not deducted from an employee's accrued vacation time.
4. Vacation hours may be carried forward to succeeding years to the extent allowed by the policy of the UCIP Board of Trustees, as outlined in the Schedule of UCIP Discretionary Benefits.
5. Vacation time will not accrue while an employee is on an unpaid leave of absence, or when temporary totally disability due to a work related injury exceeds 45 days.

#### **F. Sick Leave**

UCIP provides compensated sick leave to full-time employees who cannot perform their normal duties as a result of non-work related illness, injury or physicians visits related to non-work related illness or injury. Employees are encouraged to build up sick leave so that days are available for serious illness. Employees who regularly use up sick leave will be counseled regarding the difficulties such a practice may create. Sick leave is a privilege and employees should use it responsibly. Intentional misuse of sick leave may be grounds for discipline, up to and including termination.

Eligible employees may earn sick leave at the rate identified in the Schedule of UCIP Discretionary Benefits. Employees may take sick leave for personal illness or to care for sick family members (spouse, child, or parent).

Here are some general sick leave policies:

1. Employees taking sick leave should provide notice at least one hour prior to beginning of shift in order to minimize disruption to the workplace.
2. Use of vacation time for absence from work due to an employee's own illness or injury will only be allowed when the employee has exhausted all earned and accrued sick leave. After exhausting all accrued sick and vacation time, the employee may be considered to be on an unpaid leave of absence at the discretion of the Chief Executive Officer.
3. Sick leave may be taken in increments no less than one half (½) hour.
4. Legal holidays occurring while a full-time employee is ill will not be deducted from an employee's earned or accrued sick leave.
5. Employees do not earn sick leave while on an unpaid absence, when a period of an employee's own illness or injury exceeds 45 days, or when temporary total disability due to a work related injury exceeds 45 days.
6. After three (3) consecutive days of sick leave, at UCIP's discretion, an employee may be required to provide a doctor's certificate of disability with respect to any sick leave taken. If such certificate is not provided, the employee's absence may be considered an unpaid absence.

**G. Bereavement Leave**

UCIP grants bereavement leave to employees who suffer the death of a member of the immediate family, or a close relative. It is the intent of UCIP to be considerate of an employee's special needs and to be supportive in the death of a loved one.

Accordingly, UCIP may provide the employee with paid time off from work to attend the funeral and to fulfill other responsibilities before the funeral without charge to the employee's earned or accrued sick or vacation time.

If an employee suffers the death of a close relative, and requests time off from work during the period of bereavement, the Chief Executive Officer may approve the request based on the following:

1. The necessity and appropriateness of the time off. The employee should be attending the funeral and/or have certain responsibilities to fulfill before the funeral.
2. The amount of time off:
  - a. If the deceased was a member of the employee's immediate family (spouse, child or child of a spouse, parent or parent of a spouse, sibling or sibling of a spouse, brother or sister-in-law, grandparents, and grandchild or grandchild of a spouse), the employee may have paid

time off up to five (5) days at any time between the death and the day of the funeral.

- b. For other close relatives (aunt, uncle, niece, or nephew of either the employee or spouse) the employee may have paid time off for the day of the funeral.
3. The pay for bereavement leave will be based on the employee's current rate of pay and the number of hours in the normal workday. Employees may request additional days off and use accrued vacation or leave without pay, as approved by the Chief Executive Officer.
4. In the event of the death of a member of the immediate family while an employee is on vacation, the vacation will be extended by the amount of time normally authorized as outlined above.

#### **H. Family and Medical Leave**

UCIP complies with all applicable requirements of the Family and Medical Leave Act of 1993 (FMLA).

1. An employee's use of FMLA will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use any accrued vacation, compensatory time, and sick leave during the FMLA leave period. In calculating the twelve (12) week FMLA limit, all paid leave will be included.
2. UCIP has adopted the calendar year as the basis for determining FMLA eligibility. However UCIP retains the right to change the eligibility period when it is determined to be in the best interest of UCIP to do so in terms of administration.
3. Upon returning from FMLA leave, most employees will be reinstated to the same, or equivalent, position with equivalent pay, benefits, and other employment terms as previously provided. There will be no loss of benefits that accrue prior to the start of the employee's leave.

#### **I. Jury Duty**

Every employee will be granted an unpaid leave of absence when subpoenaed or ordered to appear as a juror or witness by the Federal Government, State of Utah, or political subdivision thereof. If the employee turns over the juror or witness fee to UCIP along with a copy of the subpoena, UCIP will pay the employee's regular compensation during the period of jury service. Travel time to or from juror or witness duty is also considered an approved absence, but UCIP will not pay any overtime regardless of the amount of jury service time and jury travel time. UCIP will not pay for jury duty related mileage regardless of whether the subpoena requires travel during work hours.

## J. **Education Assistance**

UCIP employees are encouraged to seek further education to perform their jobs more effectively and to enhance their professional development. UCIP may subsidize the education expenses of employees under specified circumstances. This policy is subject to availability of funds, and applies only to full-time employees.

1. **Program Eligibility.** The education program must provide a benefit to UCIP by directly relating to the work the employee currently performs or will be required to perform. Eligibility of the education program will be determined by, and must be approved by, the Chief Executive Officer.
2. **Reimbursement.** Education assistance shall not exceed \$500 in any one year. Tuition costs shall not be carried into the next budget year for reimbursement.
3. **Procedures.**
  - a. Employees are encouraged to attend classes and study during non-working hours. In the alternative, the Chief Executive Officer may flex an employee's work schedule to allow the employee to attend classes and study for exams.
  - b. To receive education assistance, an employee must receive approval from the Chief Executive Officer prior to commencement of the class. Employees are encouraged to discuss education assistance well in advance of the commencement of classes, to allow the expense to be appropriately budgeted.
  - c. To be reimbursed, the employee must complete the approved class with a final grade of "C" or better. If the course is only offered on a pass/fail basis, the employee must receive a passing grade.
  - d. The employee must submit proof of a satisfactory grade and proof of tuition payment to the Chief Executive Officer prior to reimbursement.
4. **Required Classes.** If UCIP requires an employee to attend an education program or class, UCIP shall pay the full cost of the program or class.

## **SECTION IV - STANDARDS OF CONDUCT**

UCIP expects its employees to conduct themselves diligently and honorably in their assignments on behalf of the public. Employees should:

1. Work diligently on their assigned duties during their assigned work schedules.
2. Make prudent use of Pool funds, equipment, buildings, supplies, and time.
3. Work courteously with coworkers and the public.
4. Observe work place rules of conduct and safety.
5. Meet the standards of their individual job descriptions.
6. Report and correct circumstances that prevent employees from performing their jobs effectively or completing their assigned tasks.

### **A. Employee Discipline**

Employees who violate Pool policy are subject to discipline. Depending upon the circumstances, UCIP may transfer, suspend, reduce pay, demote, terminate or take whatever other action deemed appropriate by the Chief Executive Officer to discipline employees who violate Pool policy. Grounds for discipline may include, but are not limited to:

1. Inefficiency;
2. Incompetence;
3. Failure to maintain skills;
4. Inadequate performance levels;
5. Neglect of duty;
6. Misconduct;
7. Inability to work in harmony with coworkers;
8. Rudeness to the public;
9. Disobedience of a reasonable order of a supervisor;
10. Dishonesty;
11. Insubordination;



12. Misappropriation or damage to Pool funds or property;
13. Misuse of Pool funds or property;
14. Tardiness;
15. Unapproved absences;
16. Any act inimical to public service; and/or
17. Felony convictions and other violations of state and federal law.

This list is not exhaustive and is set forth as a guideline. This list should **not** be construed as preventing or limiting UCIP from taking disciplinary action, including termination, in circumstances where UCIP deems such action to be appropriate, regardless of whether UCIP has specifically identified a written rule or policy. Similarly, employees may be disciplined for violations of Pool policy found in other sections of this manual, violations of State or Federal law, or violations of relevant policies, rules or laws promulgated elsewhere.

Employees may appeal disciplinary action through UCIP's Dispute Resolution process.

## **B. Drug Free Workplace**

UCIP is committed to providing a safe work place and ensuring the safety of the general public and expects your cooperation in this effort.

The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988 by providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of controlled substances, medication, and/or alcohol. This policy establishes procedures for controlling drug or alcohol use or abuse in the workplace and applies to all employees. Impaired means a Significant Measurable Quantity (SMQ) or impermissible quantity of a drug, including alcohol, that indicates a positive drug and/or alcohol test in violation of UCIP's written policy. The SMQ for drugs is established by the Federal Department of Health and Human Services and is subject to change. The SMQ for alcohol is based on the Federal Highway Administration (FHWA) and is subject to change. Impermissible quantities are listed below:

| <b>Drug</b>                   | <b>Screening (ng/ml)</b> | <b>Confirmation (ng/ml)</b> |
|-------------------------------|--------------------------|-----------------------------|
| Marijuana                     | 50                       | 15                          |
| Cocaine                       | 150                      | 100                         |
| Meth/Amphetamine <sup>1</sup> | 500                      | 250                         |



|                     |      |      |
|---------------------|------|------|
| Opiates             | 2000 | 2000 |
| Phencyclidine (PCP) | 25   | 25   |
| Barbiturates        | 300  | 300  |
| Benzodiazepines     | 300  | 300  |
| Propoxyphene        | 300  | 300  |
| Methadone           | 300  | 300  |
| Alcohol             | 0.04 | 0.04 |

<sup>1</sup>Amphetamine must be present, in a concentration greater than 200 ng/ml, to report a specimen positive for methamphetamine. If the amphetamine concentration is less than 200 ng/ml, a 1-methamphetamine analysis must be performed. When the 1-methamphetamine percentage is greater than 80%, the specimen is reported as negative.

#### 1. Responsibility of Employees

- a. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- b. Any employee convicted under a federal or state statute regulating controlled substances shall notify his or her supervisor within five (5) days after the conviction.
- c. No employee shall consume alcohol immediately before work, during work hours while at work, during breaks, or during lunch. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours. No employee shall represent UCIP in an official capacity while impaired by alcohol, illegal drugs, or medication.
- d. If an employee is using medication that may impair performance of duties, the employee shall report that fact to his or her supervisor.
  - (i) No employee using medication that may impair performance shall operate a motor vehicle on behalf of UCIP.

#### 2. Reasonable Suspicion Testing

- a. Any employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, or medication shall notify the impaired employee's supervisor. At the request of the employee's supervisor, the employee suspected of being under the influence of alcohol and/or drugs shall submit to a chemical test of

their bodily fluids. Refusal to submit to a test shall be deemed a violation of this policy subject to disciplinary action, up to and including termination.

The cost of the test shall be paid by UCIP.

3. Corrective Action

- a. The Chief Executive Officer or the supervisor of an employee, whose performance is impaired by alcohol, illegal drugs, or medication, shall take corrective action, which may include discipline.
- b. Upon taking corrective action, the Chief Executive Officer shall prepare a written report stating the reasons for the action.
- c. An employee impaired by illegal drugs or alcohol during work hours shall be relieved from duty and shall be charged earned or accrued vacation leave for the absence.
- d. An employee impaired by medication during work hours may be relieved from duty and shall be charged earned or accrued sick leave for the absence.
- e. The Chief Executive Officer may change an employee's assignment while the employee is using medication, if the employee is impaired by the medication.
- f. If the Chief Executive Officer has reason to believe that an employee may be abusing an illegal drug, medication, or alcohol, the Chief Executive Officer may refer the employee to an evaluation program for the purpose of obtaining a diagnosis.
  - (i) The cost of the evaluation and any necessary testing shall be paid by UCIP.

4. Treatment Program

- a. If an employee admits abusing an illegal drug, medication, or alcohol, or if it is determined by a medical or other recognized professional diagnosis that an employee is abusing an illegal drug, medication, or alcohol, the Chief Executive Officer may refer the employee to a treatment program based on the severity of the condition.
  - (i) The employee shall participate in the treatment program at the employee's expense.

- (ii) The Chief Executive Officer may change an employee's assignment while the employee is enrolled in a treatment program.
- b. An employee participating in a treatment program shall use accumulated leave consistent with the sick leave policy for any absence.
- c. The employee shall provide documentation of successful completion of the treatment program.
  - (i) After the employee's successful completion of the treatment, the Chief Executive Officer shall reinstate the employee to the employee's former or equivalent position.
- d. The employee shall sign a release to allow communication between the Chief Executive Officer and the treatment provider. All such communication shall be maintained in a confidential file separate from the employee's personnel file.
- e. The Chief Executive Officer may dismiss an employee who refuses to enroll in a treatment program, fails to successfully complete the program, or fails to provide documentation of completion.
- f. The Chief Executive Officer may reassign an employee returning from treatment.

### **C. Sexual Harassment Prohibited**

UCIP does not tolerate sexual harassment. Sexual Harassment means "Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment" (Equal Employment Opportunity Commission Guidelines, Section 1064.11).

All employees are responsible for ensuring that the workplace is free from all forms of sexual harassment.

1. Sexual harassment encompasses a wide range of behaviors, including sexual attention, sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature.
2. Examples of sexual harassment may include, but are not limited to the following:

- a. Implying or threatening adverse employment actions if sexual favors are not granted.
  - b. Promising preferential treatment in return for sexual favors.
  - c. Subtle pressure for sexual activity.
  - d. Inappropriate touching of any individual i.e. petting, pinching, hugging, or repeated brushing against another employee's body.
  - e. Offensive remarks, including unwelcome comments about appearance, obscene jokes, or other inappropriate use of sexually explicit or offensive language
  - f. The display of sexually suggestive objects or pictures.
  - g. Disparaging remarks about a person's gender.
  - h. Spreading stories about a person's sexual conduct.
  - i. Questions about a person's sexual activity.
  - j. Physical aggression such as pinching or patting.
  - k. Verbal sexual abuse disguised as humor.
  - l. Obscene gestures.
  - m. Horseplay or bantering of a sexual or off-color nature.
  - n. Other actions of a sexual nature that affect the terms and conditions of a person's employment.
  - o. Conduct or comments consistently targeted at only one gender, even if the content is not sexual.
3. UCIP considers prompt reporting of harassment to be a condition of your employment. If you believe that you have experienced or witnessed sexual harassment, you must immediately report your concern to the Chief Executive Officer. If you feel uncomfortable reporting to the Chief Executive Officer, contact a member of the UCIP Board of Trustees.
  4. UCIP will not retaliate against any person who reports sexual harassment unless the report was false and was made maliciously.
  5. UCIP will investigate allegations of sexual harassment and will take appropriate action against any person found to have violated this policy.

Individuals who engage in sexual harassment are subject to discipline, which may include, but is not limited to reprimand, reassignment, suspension, demotion, termination, or other sanctions.

**D. Harassment Based on Other Protected Categories Prohibited**

UCIP believes that a workplace free from hostile, intimidating, or offensive behavior is the most productive workplace. Employees should use courtesy and professionalism when interacting with coworkers. Employees who harass others based upon their color, national origin, age, religion or disability are subject to discipline, up to and including termination. All employees should work together in a professional manner with courteous, mutual respect.

Harassment based on color, national origin, age, religion or disability encompasses a wide range of behaviors, including racially based derogatory comments, taunting, or treatment. Examples of protected category harassment may include, but are not limited to, the following:

1. Slurs or put-downs based on color, national origin, age, religion or disability.
2. Materials such as cartoons or e-mails making fun based on color, national origin, age, religion or disability.

UCIP considers prompt reporting of harassment to be a condition of your employment. If you believe that you have experienced or witnessed harassment based on color, national origin, age, religion or disability, you must immediately report your concern to the Chief Executive Officer. If you feel uncomfortable reporting to the Chief Executive Officer, contact a member of the Board of Trustees.

UCIP will investigate allegations of protected category harassment and will take appropriate action against any person found to have violated this policy. Individuals who engage in protected category harassment are subject to discipline, which may include, but is not limited to reprimand, reassignment, suspension, demotion, termination, or other sanctions.

**E. Computer and E-Mail Usage**

UCIP recognizes that excessive personal use of UCIP-owned computers during work hours can affect productivity. UCIP reserves the right to monitor computer usage, files stored on UCIP computers and Internet usage.

For purposes of this policy, "files" means all documents, programs, e-mail, and Internet locations that are created, accessed, stored, or temporarily located on a UCIP computer.

1. **Personal Use.** Employees may use assigned computers for limited personal purposes. This approval is similar to the occasional personal use of telephones during breaks. Excessive use of the computer for personal reasons is not allowed.

2. **Inappropriate Usage.** Employees are not allowed to use a computer for self-employment, or outside employment purposes. Entering or maintaining information on a Pool computer that is in violation of UCIP's policies and procedures, or that violates state or federal law, is prohibited.
3. **Privacy.** All files created, accessed, or stored on a UCIP computer are considered UCIP property. Employees are advised that there is no right to privacy when using a UCIP Computer. As a public agency, all data and files created, accessed, or stored on a UCIP computer may be subject to governmental records access laws, and may become public in compliance with such laws.
4. **Licenses.** Employees shall use computer software only in accordance with the license agreement. Copying software licensed to, or developed by, UCIP for home computer use or any other purpose is prohibited. Bringing software from home computers to run on UCIP computers is also prohibited. Downloading of software onto UCIP computers is prohibited unless prior authorization has been provided by the Chief Executive Officer.
5. **Equipment.** Only authorized employees may purchase, move, alter, or repair computer equipment and wiring.
6. **E-mail.** Employees may use UCIP's e-mail functions as explained above.
7. **Internet Access.** Internet usage falls within the above constraints.
8. **Disciplinary Action.** Employees using Pool computers in an unauthorized or inappropriate manner may be disciplined. Discipline may include termination.

F. **Seat Belt Use**

Employees must use seatbelts while in vehicles performing UCIP business which includes travel eligible for reimbursement by UCIP.

G. **Cell Phone Use**

Cell phones should not be used while in vehicles performing UCIP business which includes travel eligible for reimbursement by UCIP when it is a distraction to driving. Whenever possible, the employee should use hands free phone equipment or pull over when safe to continue or return the phone call.

H. **Acceptance of Gifts, Compensation or Loans**

As public agency employees, UCIP employees are required to comply with Utah Code §67-16-5 as amended. Employees must notify the Chief Executive Officer of all gifts accepted by individual employees. Gifts offered to the staff as group will be approved by the Chief Executive Officer prior to acceptance. Failure to comply with this policy may result in discipline. Discipline may include termination.

## SECTION V - DISPUTE RESOLUTION PROCESS

### A. Dispute Resolution Philosophy

UCIP encourages its employees to work to resolve disputes amicably and informally. When a dispute arises regarding suspension, transfer, demotion, or dismissal, full-time employees may seek redress through the dispute resolution process. When a dispute arises regarding unlawful discrimination, all employees may seek redress through the dispute resolution process. The following definitions apply to the dispute resolution process:

1. **Suspension.** An absence imposed as discipline, without pay, which may or may not result in further disciplinary action.
2. **Transfer.** An involuntary job assignment change from one department to another.
3. **Demotion.** A job classification change to a lower grade.
4. **Dismissal.** Involuntary termination from Pool employment
5. **Unlawful Discrimination.** A claim of discriminatory treatment based on a protected category such as race, color, national origin, sex, age, disability, or religion.

This dispute resolution process is intended to foster fair resolution of employee disputes. Therefore, procedure should not override efforts to amicably resolve differences. However, in order to expeditiously resolve disputes and minimize interference with the public's business, matters of timing should be adhered to unless good cause is shown or the parties agree to extensions.

UCIP prohibits retaliation against employees who utilize the dispute resolution process. Employees with questions regarding how the dispute resolution process works may seek counseling from the Chief Executive Officer regarding procedure; however, the Chief Executive Officer cannot comment or provide advice on the substantive issues in dispute. Employees may select a representative of their choice to represent them at any stage of the dispute resolution process.

UCIP urges employees to attempt to resolve disputes informally with the Chief Executive Officer. Before launching a formal review with the Chief Executive Officer, employees should attempt to resolve disputes by dealing directly with the individuals involved. However, UCIP recognizes that there are circumstances where employees may feel uncomfortable addressing issues directly with a supervisor. In such cases, employees may proceed directly to the next step of the dispute resolution process.



## **B. Dispute Resolution Procedure**

UCIP's dispute resolution process involves two steps. Employees who are unhappy with the outcome of any step may proceed to the next step in the process. Step one of the dispute resolution process must be commenced within 30 calendar days of the event giving rise to the dispute or within 30 calendar days of the time the employee reasonably should have known of the event giving rise to the dispute.

### **Step One: Chief Executive Officer Review**

If a dispute remains unresolved after an informal attempt to work out a solution, an employee may file a written appeal with the Chief Executive Officer stating the basis of the dispute and outlining the employee's position. The Chief Executive Officer has ten working days to respond to the employee's dispute.

### **Step Two: Board of Trustees Review**

If the employee is unsatisfied with the outcome of the Chief Executive Officer review, or if the Chief Executive Officer fails to respond within ten working days, the employee has ten working days from the receipt of the Chief Executive Officer's response, or the date the Chief Executive Officer should have responded, to file a written appeal with the Board of Trustees. The Board may request additional information from the parties involved and, at its discretion, may hold an informal hearing attended by the parties. If the Board elects to hold a hearing, the Board will issue a written decision to the parties within fifteen working days from the hearing date. If the Board elects not to hold a hearing, the Board will issue a written decision within fifteen working days of receipt of the last additional information requested by the Board from the parties.

## **SCHEDULE OF UCIP DISCRETIONARY BENEFITS**

UCIP will provide the benefits outlined in the UCIP Employee Manual at the rates and under the terms and conditions described within this Schedule of UCIP Discretionary Benefits. All benefits described may be amended from time to time by action of the UCIP Board of Trustees, at their sole discretion.

### **Retirement Account Contributions**

**Pension Plan.** UCIP pays the required employer retirement contributions as certified annually into the Local Governmental Public Employees' Noncontributory Retirement System administered by the Utah Retirement Systems for the plan that the employee is eligible.

**Individual Retirement Accounts.** UCIP will provide each employee the option to participate in either or both a 401k plan administered by the Utah Retirement Systems and a 457 plan administered by Nationwide Insurance through the National Association of Counties. UCIP contributes an amount equal to the amount contributed by the employee from the employee's payroll into the 401k plan and/or the 457 plan at the employee's discretion. The total UCIP contribution to the URS 401k Plan and the Nationwide 457 Plan shall not exceed 5% of the employee's eligible payroll.

### **Health Insurance**

For the UCIP sponsored group health insurance coverage, UCIP pays 90% of the monthly premiums for employee coverage and 90% of the monthly premiums for the employee's spouse and eligible dependents coverage. The employee is responsible for all deductibles and co-payments.

### **Dental and Optical Insurance**

For the UCIP sponsored group dental and optical insurance coverage, UCIP pays 90% of the monthly premiums for employee coverage and 90% of the monthly premiums for the employee's spouse and eligible dependents coverage. The employee is responsible for all deductibles and co-payments.

### **Long Term Disability**

In compliance with Utah Code §49-21-101 et. seq. as amended, Public Employees Long Term Disability Act, UCIP shall pay 100% of contributions to the fund created under the Act for all eligible Tier 1 employees, to provide benefits as provided for in the Act.

### **Health Reimbursement Program**

UCIP will deposit \$41.70 each full calendar month worked up to a maximum of \$500 annually into a Health Reimbursement Account (HRA) for each employee. Employees may be reimbursed from their account for the cost of an eligible expense. An eligible expense is defined as those expenses paid for care as described in Section 213 (d) of the Internal Revenue Code. The eligible expense must have been incurred on or after the date an employee is enrolled in the HRA program. ~~deductibles, co-payments and other eligible~~

~~unreimbursed health care expenses.~~ Funds in the account at the end of the year will be rolled over into the account for the following year.

### **Life Insurance**

For the UCIP sponsored group life insurance coverage, UCIP pays 100% of the monthly premiums for \$50,000 coverage for the employee and 100% of the monthly premium for \$10,000 coverage for the employee's spouse and eligible dependents.

### **Auto Allowance**

UCIP provides specific employees who regularly use their personal auto for UCIP business a Monthly Auto Allowance of \$750. The employee will be reimbursed for mileage only when the mileage for a UCIP approved business trip exceeds the Mileage Reimbursement Threshold of 100 Miles round trip.

### **Cell Phone Allowance**

UCIP provides specific employees, as identified by the UCIP Board of Trustees, who regularly use their personal cell phone for UCIP business, a Monthly Cell Phone Allowance of \$75.

### **Vacation**

Eligible employees with less than five years of service earn vacation leave at the rate of one day of vacation leave for every month worked (one day for each full month of service). Employees with more than five but less than ten years of service earn 1.25 days per month, and employees with ten years of service and over earn 1.67 days per month. Vacation leave may be advanced to employees with the approval of the Chief Executive Officer. Advanced leave requests of more than 12 days must be submitted to the UCIP Board of Trustees for approval. Advanced leave not earned prior to a termination will be deducted from the employee's final pay check.

Vacation hours may be carried forward to succeeding years. However, no more than 45 days (360 hours) may be accumulated. All accumulated vacation leave above 45 days will be paid to the employee at the current rate of pay at the end of the calendar year.

### **Sick Leave**

Eligible employees earn sick leave at a rate of one day of leave for every month worked (one day for each full month of service). Sick leave is earned in whole day increments only.

A limit of 75 days (600 hours) of earned sick leave may be accrued and carried forward to succeeding years. Earned or accrued sick leave exceeding this limit may be converted to additional vacation time at the rate of one day sick leave equals one-half (½) day additional vacation time and may either be added to the employee's accrued vacation or paid to the employee, at the rate of pay that the sick leave was earned, at the end of the calendar year.

### **Discretionary Award**

Discretionary awards may not exceed \$250 per employee.

## **Public Officers Prohibiting Employment of Relatives**

52-3-1. Employment of relatives prohibited -- Exceptions.

(1) For purposes of this section:

(a) "Appointee" means an employee whose salary, wages, pay, or compensation is paid from public funds.

(b) "Chief administrative officer" means the person who has ultimate responsibility for the operation of the department or agency of the state or a political subdivision.

(c) "Public officer" means a person who holds a position that is compensated by public funds.

(d) "Relative" means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

(2) (a) No public officer may employ, appoint, or vote for or recommend the appointment of a relative in or to any position or employment, when the salary, wages, pay, or compensation of the appointee will be paid from public funds and the appointee will be directly supervised by a relative, except as follows:

(i) the appointee is eligible or qualified to be employed by a department or agency of the state or a political subdivision of the state as a result of his compliance with civil service laws or regulations, or merit system laws or regulations;

(ii) the appointee will be compensated from funds designated for vocational training;

(iii) the appointee will be employed for a period of 12 weeks or less;

(iv) the appointee is a volunteer as defined by the employing entity;

(v) the appointee is the only person available, qualified, or eligible for the position; or

(vi) the chief administrative officer determines that the public officer is the only person available or best qualified to perform supervisory functions for the appointee.

(b) No public officer may directly supervise an appointee who is a relative when the salary, wages, pay, or compensation of the relative will be paid from public funds, except as follows:

(i) the relative was appointed or employed before the public officer assumed his position, if the relative's appointment did not violate the provisions of this chapter in effect at the time of his appointment;

(ii) the appointee is eligible or qualified to be employed by a department or agency of the state or a political subdivision of the state as a result of his compliance with civil service laws or regulations, or merit system laws or regulations;

(iii) the appointee will be compensated from funds designated for vocational training;

(iv) the appointee will be employed for a period of 12 weeks or less;

(v) the appointee is a volunteer as defined by the employing entity;

(vi) the appointee is the only person available, qualified, or eligible for the position; or

(vii) the chief administrative officer determines that the public officer is the only person available or best qualified to perform supervisory functions for the appointee.

(c) When a public officer supervises a relative under Subsection (2)(b):

(i) the public officer shall make a complete written disclosure of the relationship to the chief administrative officer of the agency or institution; and

(ii) the public officer who exercises authority over a relative may not evaluate the relative's job performance or recommend salary increases for the relative.

(3) No appointee may accept or retain employment if he is paid from public funds, and he is under the direct supervision of a relative, except as follows:

(a) the relative was appointed or employed before the public officer assumed his position, if the relative's appointment did not violate the provisions of this chapter in effect at the time of his appointment;

(b) the appointee was or is eligible or qualified to be employed by a department or agency of the state or a political subdivision of the state as a result of his compliance with civil service laws or regulations, or merit system laws or regulations; (c) the appointee is the only person available, qualified, or eligible for the position;

(d) the appointee is compensated from funds designated for vocational training;

(e) the appointee is employed for a period of 12 weeks or less;

(f) the appointee is a volunteer as defined by the employing entity; or

(g) the chief administrative officer has determined that the appointee's relative is the only person available or qualified to supervise the appointee.

52-3-2. Each day of violation a separate offense.

Each day any such person, father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousins, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, is retained in office by any of said officials shall be regarded as a separate offense.

52-3-3. Penalty.

Any person violating any of the provisions of this chapter is guilty of a misdemeanor.

52-3-4. Exceptions in towns and rural areas.

(1) In a town, as defined in Section 10-1-104, this chapter shall not apply to the employment of uncles, aunts, nephews, nieces, or cousins.

(2) This chapter shall not apply to the employment of a relative if:

(a) fewer than 3,000 people live within 40 miles of the primary place of employment, measured over all weather public roads;

(b) the job opening has had reasonable public notice; and

(c) the relative is the best qualified candidate for the position.

(3) In any proceeding challenging the hiring of a relative under the exception in Subsection (2), the employer has the burden of establishing each of the criteria provided in Subsections (2)(a) through (c).

## **State Officers and Employees Utah Public Officers' and Employees' Ethics Act**

67-16-5. Accepting gift, compensation, or loan -- When prohibited.

(1) As used in this section, "economic benefit tantamount to a gift" includes:

(a) a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and

(b) compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.

(2) It is an offense for a public officer or public employee, under circumstances not amounting to a violation of Section 63G-6-1001 or 76-8-105, to knowingly receive, accept, take, seek, or solicit, directly or indirectly for himself or another a gift of substantial value or a substantial economic benefit tantamount to a gift:

(a) that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties;

(b) that the public officer or public employee knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the public officer or public employee for official action taken; or

(c) if the public officer or public employee recently has been, is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided in Section 67-16-6.

(3) Subsection (2) does not apply to:

(a) an occasional nonpecuniary gift, having a value of not in excess of \$50;

(b) an award publicly presented in recognition of public services;

(c) any bona fide loan made in the ordinary course of business; or

(d) a political campaign contribution.



## Utah State Retirement and Insurance Benefit Act

49 21 101. Title.

This chapter is known as the "Public Employees' Long Term Disability Act."

49 21 102. Definitions.

As used in this chapter:

- (1) "Date of disability" means the date on which a period of continuous disability commences, and may not commence on or before the last day of actual work.
- (2) (a) "Eligible employee" means the following employee whose employer provides coverage under this chapter:
  - (i) (A) any regular full time employee as defined under Section 49 12 102, 49 13 102, or 49 22 102;
  - (B) any public safety service employee as defined under Section 49 14 102, 49 15 102, or 49 23 102;
  - (C) any firefighter service employee or volunteer firefighter as defined under Section 49 23 102 who began firefighter service on or after July 1, 2011;
  - (D) any judge as defined under Section 49 17 102 or 49 18 102; or
  - (E) the governor of the state;
  - (ii) an employee who is exempt from participating in a retirement system under Subsection 49 12 203(2), 49 13 203(2), 49 14 203(1), or 49 15 203(1); and
  - (iii) an employee who is covered by a retirement program offered by the Teachers' Insurance and Annuity Association of America.
- (b) "Eligible employee" does not include:
  - (i) any employee that is exempt from coverage under Section 49 21 201; or
  - (ii) a retiree.
- (3) "Elimination period" means the three months at the beginning of each continuous period of total disability for which no benefit will be paid. The elimination period begins on the nearest first day of the month from the date of disability. The elimination period may include a one time trial return to work period of less than 15 consecutive calendar days.
- (4) "Maximum benefit period" means the maximum period of time the monthly disability income benefit will be paid under Section 49 21 403 for any continuous period of total disability.
- (5) "Monthly disability benefit" means the monthly payments and accrual of service credit under Section 49 21 401.
- (6) "Objective medical impairment" means an impairment resulting from an injury or illness which is diagnosed by a physician and which is based on accepted objective medical tests or findings rather than subjective complaints.
- (7) "Physician" means a licensed physician.
- (8) "Regular monthly salary" means the amount certified by the participating employer as the monthly salary of the eligible employee, unless there is a discrepancy between the certified amount and the amount actually paid, in which case the office shall determine the regular monthly salary.
- (9) "Regular occupation" means either the primary duties performed by the eligible employee for the 12 months preceding the date of disability, or a permanent assignment of duty to the eligible employee.
- (10) "Rehabilitative employment" means any occupation or employment for wage or profit, for which the eligible employee is reasonably qualified to perform based on education, training, or experience.



(11) (a) "Total disability" means the complete inability, due to objective medical impairment, whether physical or mental, to engage in the eligible employee's regular occupation during the elimination period and the first 24 months of disability benefits.

(b) "Total disability" means, after the elimination period and the first 24 months of disability benefits, the complete inability, based solely on physical objective medical impairment, to engage in any gainful occupation which is reasonable, considering the eligible employee's education, training, and experience.

49 21 103. Creation of program.

There is created for eligible employees the "Public Employees' Long Term Disability Program."

49 21 104. Creation of trust fund.

(1) There is created the "Public Employees' Long Term Disability Trust Fund" for the purpose of paying the benefits and costs of administering this program.

(2) The fund shall consist of all money and interest paid into it in accordance with this chapter, whether in the form of cash, securities, or other assets, and of all money received from any other source.

(3) Custody, management, and investment of the fund shall be governed by Chapter 11, Utah State Retirement Systems Administration.

49 21 105. Purpose.

(1) The purpose of this chapter is to provide long term disability benefits for eligible employees.

(2) The program shall be administered by the office, under policies and rules adopted by the board.

49 21 201. Program membership Eligibility.

(1) The state shall cover all of its eligible employees under this chapter.

(2) Public safety service employees, as defined in Sections 49 14 102, 49 15 102, and 49 23 102 shall be covered under this chapter or a substantially similar long term disability program in accordance with the provisions of Section 49 14 601, 49 15 601, or 49 23 601.

(3) Beginning on July 1, 2011, firefighter service employees, as defined in Section 49 23 102, initially entering employment on or after July 1, 2011, and volunteer firefighters, as defined in Section 49 23 102, shall be covered under this chapter or a substantially similar long term disability program in accordance with the provisions of Section 49 23 601.

(4) Except as provided under Subsection (5), all other employers may provide coverage for their eligible employees under this chapter.

(5) If an employer elects to cover any of its eligible employees under this chapter, all of its eligible employees shall be covered.

(6) Except as provided under Subsections (1) and (2), nothing in this chapter requires any employer to cover its eligible employees under this chapter.

(7) The following employees are not eligible for coverage under this chapter:

(a) firefighter service employees, as defined under Section 49 16 102, that initially entered employment prior to July 1, 2011; and

(b) legislators.

49 21 301. Contributions to fund program Adjustment of premium rate.

(1) During each legislative session, the board shall certify to the Legislature the employer paid premium rate expressed as a percentage of salary which is required to fund the Public Employees' Long Term Disability Trust Fund.

(2) Upon the board's recommendation, the Legislature shall adjust the premium rate to maintain adequate funding for the Public Employees' Long Term Disability Trust Fund.

49-21-401. Disability benefits -- Application -- Eligibility.

(1) An eligible employee shall apply for long-term disability benefits under this chapter by:

- (a) completing an application form prepared by the office;
- (b) signing a consent form allowing the office access to the eligible employee's medical records; and

(c) providing any documentation or information reasonably requested by the office.

(2) (a) If an eligible employee is unable to apply on the employee's own behalf, the application may be made by a person who is:

- (i) the attorney for an eligible employee; or
- (ii) appointed as a conservator or guardian of the eligible employee.

(b) A person described in Subsection (2)(a), may not make an application for a deceased employee.

(3) Upon request by the office, the participating employer of the eligible employee shall provide to the office documentation and information concerning the eligible employee.

(4) The office shall review all relevant information and determine whether or not the eligible employee has a total disability.

(5) If the office determines that the eligible employee has a total disability due to accidental bodily injury or physical illness which is not the result of the performance of an employment duty, the eligible employee shall receive a monthly disability benefit equal to two-thirds of the eligible employee's regular monthly salary, for each month the total disability continues beyond the elimination period, not to exceed the maximum benefit period.

(6) If the office determines that the eligible employee has a total disability due to psychiatric illness, the eligible employee shall receive:

(a) a maximum of two years of monthly disability benefits equal to two-thirds of the eligible employee's regular monthly salary for each month the total disability continues beyond the elimination period;

(b) a maximum of \$10,000 for psychiatric expenses, including rehabilitation expenses preauthorized by the office's consultants, paid during the period of monthly disability benefits; and

(c) payment of monthly disability benefits according to contractual provisions for a period not to exceed five years if the eligible employee is institutionalized due to psychiatric illness.

(7) If the office determines that the eligible employee has a total disability due to a physical injury resulting from external force or violence as a result of the performance of an employment duty, the eligible employee shall receive a monthly disability benefit equal to 100% of the eligible employee's regular monthly salary, for each month the total disability continues beyond the elimination period, not to exceed the maximum benefit period.

(8) (a) Successive periods of disability are considered as a continuous period of disability if the period of disability:

(i) results from the same or related causes;

(ii) is separated by less than six months of continuous full-time work at the individual's usual place of employment; and

(iii) commences while the individual is an eligible employee covered by this chapter.

(b) The inability to work for a period of less than 15 consecutive calendar days is not considered as a period of disability.

(c) If Subsection (8)(a) or (b) does not apply, successive periods of disability are considered as separate periods of disability.

(9) The office may, at any time, have any eligible employee claiming to have a disability examined by a physician chosen by the office to determine if the eligible employee has a total disability.

(10) A claim brought by an eligible employee for long-term disability benefits under the Public Employee's Long-Term Disability Program is barred if it is not commenced within one year from the eligible employee's date of disability, unless the office determines that under the surrounding facts and circumstances, the eligible employee's failure to comply with the time limitations was reasonable.

(11) Medical or psychiatric conditions which existed prior to eligibility may not be a basis for disability benefits until the eligible employee has had one year of continuous eligibility in the Public Employees Long-Term Disability Program.

(12) If there is a valid benefit protection contract, service credit shall accrue during the period of total disability, unless the disabled eligible employee is exempted from a system, or is otherwise ineligible for service credit.

(13) Regardless of any medical evidence provided by the employee to support the application for disability, an employee is not eligible for long-term disability benefits during any period in which the employee:

- (a) makes a claim that the employee is able to work; or
- (b) has a pending action in a court or before any federal, state, or local administrative body in which the employee has made a claim that the employee is able to work.

(14) Notwithstanding the provisions of Section 49-11-618, upon written request by an employer, information obtained under this part may, upon an order of a court or an administrative law judge, be released to an employer who is a party in an action under Subsection (13).

49 21 402. Reduction or reimbursement of benefit    Circumstances    Application for other benefits required.

(1) A monthly disability benefit may not be paid for any period of total disability unless the eligible employee is under the ongoing care and treatment of a physician other than the eligible employee.

(2) The monthly disability benefit shall be reduced or reimbursed by any amount received by, or payable to, the eligible employee from the following sources for the same period of time during which the eligible employee is entitled to receive a monthly disability benefit:

- (a) Social Security disability benefits, including all benefits received by the eligible employee, the eligible employee's spouse, and the eligible employee's children as determined by the Social Security Administration;
- (b) workers' compensation indemnity benefits;
- (c) any money received by judgment, legal action, or settlement from a third party liable to the employee for the disability;
- (d) unemployment compensation benefits;
- (e) automobile no fault, medical payments, or similar insurance payments; and
- (f) any money received by a judgment, settlement, or other payment as a result of a claim against an employer.

(3) The monthly disability benefit shall be reduced by any amount in excess of one third of the eligible employee's regular monthly salary received by, or payable to, the eligible employee from the following sources for the same period of time during which the eligible employee is entitled to receive a monthly disability benefit:

- (a) any employer sponsored retirement programs; and
- (b) any disability benefit resulting from the disability for which benefits are being received under this chapter.

(4) After the date of disability, cost of living increases to any of the benefits listed in Subsection (2) or (3) may not be considered in calculating a reduction to the monthly disability benefit.

(5) Any amounts payable to the eligible employee from one or more of the sources under Subsection (2) are considered as amounts received whether or not the amounts were actually received by the eligible employee.

(6) (a) An eligible employee shall first apply for all disability benefits from governmental entities under Subsection (2) to which the eligible employee is or may be entitled, and provide to the office evidence of the applications.

(b) If the eligible employee fails to make application under this Subsection (6), the monthly disability benefit shall be suspended.

49-21-403. Termination of disability benefits -- Calculation of retirement benefit.

(1) An eligible employee covered by this chapter and eligible for service credit under a system or plan, including an eligible employee who relinquishes rights to retirement benefits under Section 49-11-619, who applies and is qualified for a monthly disability benefit shall receive a monthly disability benefit until the earlier of:

(a) the date of the eligible employee's death;

(b) the date the eligible employee no longer has a disability;

(c) the date the eligible employee has accumulated:

(i) 20 years of service credit if the eligible employee is covered by Chapter 14, Public Safety Contributory Retirement Act, or Chapter 15, Public Safety Noncontributory Retirement Act;

(ii) 25 years of service credit if the eligible employee is covered by Chapter 17, Judges' Contributory Retirement Act, or Chapter 18, Judges' Noncontributory Retirement Act;

(iii) 30 years of service credit if the eligible employee is covered by Chapter 12, Public Employees' Contributory Retirement Act, or Chapter 13, Public Employees' Noncontributory Retirement Act;

(iv) 35 years of service credit if the eligible employee is covered by the defined benefit portion under Chapter 22, Part 3, Tier II Hybrid Retirement System, or is covered by the defined contribution plan under Chapter 22, Part 4, Tier II Defined Contribution Plan; or

(v) 25 years of service credit if the eligible employee is covered by the defined benefit portion under Chapter 23, Part 3, Tier II Hybrid Retirement System, or is covered by the defined contribution plan under Chapter 23, Part 4, Tier II Defined Contribution Plan; or

(d) the date the eligible employee has received a monthly disability benefit for the following applicable time periods:

(i) if the eligible employee is under age 60, the monthly disability benefit is payable until age 65;

(ii) if the eligible employee is 60 or 61 years of age on the date of disability, the monthly disability benefit is payable for five years;

(iii) if the eligible employee is 62 or 63 years of age on the date of disability, the monthly disability benefit is payable for four years;

(iv) if the eligible employee is 64 or 65 years of age on the date of disability, the monthly disability benefit is payable for three years;

(v) if the eligible employee is 66, 67, or 68 years of age on the date of disability, the monthly disability benefit is payable for two years; and

(vi) if the eligible employee is 69 years of age or older on the date of disability, the monthly disability benefit is payable for one year.

(2) (a) Upon termination of a monthly disability benefit, an eligible employee eligible for service credit under a system may retire under the requirements of the system which covered the eligible employee on the date of disability.

(b) The final average salary used in the calculation of the allowance shall be based on the annual rate of pay on the date of disability, improved by the annual cost-of-living increase



factor applied to retirees of the system which covered the eligible employee on the date of disability.

(3) An eligible employee who is eligible for service credit in a system, but has relinquished rights to an allowance under Section 49-11-619, may receive the benefits the eligible employee would have received by being eligible for service credit in the system covering the eligible employee on the date of disability, except for the accrual of service credit, in accordance with this title.

(4) An eligible employee receiving a monthly disability benefit who has service credit from two or more systems may not combine service credits under Section 49-11-405 in qualifying for retirement, unless the eligible employee would receive a greater allowance by combining the service credits.

(5) An eligible employee covered by this chapter who is a participant in the Tier II Defined Contribution Plan, created in Chapter 22, Part 4, Tier II Defined Contribution Plan, or Chapter 23, Part 4, Tier II Defined Contribution Plan, who applies and is qualified for a monthly disability benefit, shall receive a monthly disability benefit until the earlier of:

- (a) the date of the eligible employee's death;
- (b) the date the eligible employee no longer has a disability;
- (c) (i) 35 years from the date the eligible employee began participation in the Tier II Defined Contribution Plan, created in Chapter 22, Part 4, Tier II Defined Contribution Plan; or
- (ii) 25 years from the date the eligible employee began participation in the Tier II Defined Contribution Plan created in Chapter 23, Part 4, Tier II Defined Contribution Plan; or
- (d) the date the eligible employee has received a monthly disability benefit for the following applicable time periods:
  - (i) if the eligible employee is under age 60, the monthly disability benefit is payable until age 65;
  - (ii) if the eligible employee is 60 or 61 years of age on the date of disability, the monthly disability benefit is payable for five years;
  - (iii) if the eligible employee is 62 or 63 years of age on the date of disability, the monthly disability benefit is payable for four years;
  - (iv) if the eligible employee is 64 or 65 years of age on the date of disability, the monthly disability benefit is payable for three years;
  - (v) if the eligible employee is 66, 67, or 68 years of age on the date of disability, the monthly disability benefit is payable for two years; and
  - (vi) if the eligible employee is 69 years of age or older on the date of disability, the monthly disability benefit is payable for one year.

49 21 404. Annual adjustment to disability benefit.

(1) (a) An eligible employee receiving a monthly disability benefit shall receive an annual adjustment on the date following the end of the elimination period to reflect annual changes in the United States Bureau of Labor Statistics Consumer Price Index average as determined by the board.

(b) This adjustment may not exceed adjustments made to retirees under the system which covered the eligible employee on the date of disability.

(2) If an employee is not participating in a system, the annual adjustment may not exceed the adjustment paid in the system which would cover the employee if the employee were participating in a system.

49 21 405. Disability benefit -- Exclusions.

A monthly disability benefit is not payable for the following:

- (1) self inflicted injury;
- (2) alcoholism;

- (3) substance abuse;
  - (4) disability arising from or caused by acts of aggression committed by the eligible employee; or
  - (5) the eligible employee committing or attempting to commit a felony or other illegal act.
- 49 21 406. Rehabilitative employment Interview by disability specialist Maintaining eligibility Additional treatment and care.
- (1) (a) If an eligible employee, during a period of total disability for which the monthly disability benefit is payable, engages in approved rehabilitative employment, the monthly disability benefit otherwise payable shall be reduced by an amount equal to 50% of the income to which the eligible employee is entitled for the employment during the month.
  - (b) This benefit is payable for up to two years or to the end of the maximum benefit period, whichever occurs first.
- (2) (a) Each eligible employee receiving a monthly disability benefit shall be interviewed by the office.
  - (b) The office may refer the eligible employee to a disability specialist for a review of the eligible employee's condition and a written rehabilitation plan.
- (3) If an eligible employee receiving a monthly disability benefit fails to participate in an office approved rehabilitation program within the limitations set forth by a physician, the monthly disability benefit may be suspended or terminated.
- (4) The office may, as a condition of paying a monthly disability benefit, require that the eligible employee receive medical care and treatment if that treatment is reasonable or usual according to current medical practices.

# Tom Betar

170 Albion Village Way Unit 305  
Sandy, Utah, 84070  
815-322-3651  
[dixietom@msn.com](mailto:dixietom@msn.com)



## Education

---

- University of Utah-Bachelor of Science, Mass Communication. Graduation: May 2013
- Relevant courses: Principles of Visual Communication, Intermediate Reporting, Quantitative Communication Research, Convergence Journalism, News and Copy Editing

## Work Experience

---

### Convergys Technical Care, October 2013-Present

- Provided customer service and technical support for AT&T customers via chat
- Remained updated on latest cell phone technologies, applications and services
- Received training on effectively communicating and interacting with customers
- Maintained a self-sufficient approach including researching problems and issues independently

### Deseret News Intern, May 2012-March 2013

- Covered the "care for the poor" beat which included topics such as addiction and incarceration
- Wrote national enterprise stories of more than 1,000 words combining anecdotal and traditional reporting
- Interviewed 2-3 national experts for every story to provide quality information and perspectives
- Pitched and generated all story ideas and presented them in a pitch meeting to be reviewed

### Dixie Sun News Editor, 2010-2011

- Edited news stories and photos for content and AP style
- Made executive decisions concerning most aspects of news section
- Designed page layout using Quark Express and Adobe Illustrator
- Wrote wide-ranging stories and opinion columns concerning collegiate issues and topics
- Generated story and photo assignments each week to be executed by staff members

## Skills/Achievements

---

- Demonstrating versatility regarding writing, editing and communication skills
- Communicating and synthesizing complicated material for a general audience
- Lectured twice for a journalism course at the University of Utah
- Nominated for convocation speaker for the Humanities
- Joined Kappa Tau Alpha



